upon the existence of a contract, for the state had previously reserved the right to alter corporate charters. See N. Y. CONST. (1846) Art. VIII, § 1. And the alteration of charters granted with such reservations is as justifiable, both constitutionally and morally, as the termination of special favors. See *Pratt Institute* v. *City of New York*, 183 N. Y. 151; *Commonwealth* v. *Fayette County Railroad Co.*, 55 Pa. St. 452. The language used in previous New York decisions under the General Tax Law, as well as in very similar cases in other states, seems to exclude the attempted distinction. See *Matter of Huntington*, *People ex rel. Cooper Union* v. *Gass*, *supra*; *Wagner Free Institute* v. *Philadelphia*, 132 Pa. St. 612. So, in view of the fact that the General Tax Law was intended to cover and reduce to uniformity the whole subject of exemptions from taxation, the court would have been justified in reaching an opposite conclusion. See *Pratt Institute* v. *City of New York*, *supra*; *Tracey* v. *Tuffly*, 134 U. S. 206.

TORTS — DEFENSES — DISCHARGE OF ONE JOINT TORT-FEASOR WITH RESERVATION OF RIGHTS AGAINST OTHERS. — For a consideration the plaintiff agreed to discharge one of several joint tort-feasors, with an express reservation of the right to go against the others, among whom was the defendant. *Held*, that the agreement should be construed, not as a release, but only as an agreement not to sue the promisee, and therefore it is no bar to an action against the defendant. *Edins* v. *Fletcher*, 98 Pac. 784 (Kan.).

A joint tort is an integral wrong as to which there can be but one satisfaction. *Seither* v. *Phila. Traction Co.*, 125 Pa. St. 397. Hence a discharge of one joint tort-feasor, if intended to be in satisfaction of the claim, operates as a release of all, and an attempted preservation of the rights against the others is void for repugnancy. *Gunther* v. *Lee*, 45 Md. 60. But on the other hand it is held that the acceptance of a payment from one wrongdoer as partial satisfaction and a release to that extent discharge the other wrongdoers merely *pro tanto*. *Pogel* v. *Meilke*, 60 Wis. 248; *Merchants Bank* v. *Curtiss*, 37 Barb. (N. Y.) 317. Again a covenant not to sue one does not release his joint tort-feasors. *Emerson* v. *Baylies*, 19 Pick. (Mass.) 55. The intent of the parties in an instrument like that in the principal case can be carried out only by construing it as an agreement not to sue, given in consideration of partial satisfaction for the tort. See 16 HARV. L. REV. 529. Such a construction is justifiable: the nature of an instrument depends on its intended effect as gathered from the entire document. *Berridge* v. *Glassey*, 112 Pa. St. 442. Here the intent of the plaintiff to release one tort-feasor is no stronger than his intent to preserve his rights against the others.

TRADE UNIONS — BOYCOTTS — JUSTIFICATION FOR USE OF "UNFAIR" LIST. — The plaintiff owned a lumber yard. Because it persisted in employing a workman objectionable to the Building Trades Union, that organization declared a strike against it, placed it on the "unfair" list, and notified the building contractors who bought supplies from it that a union rule forbade any member to work upon materials purchased from dealers on the "unfair" list. As a result, the contractors ceased to deal with the plaintiff and even broke existing contracts. *Held*, that the plaintiff is not entitled to an injunction. *Parkinson Co.* v. *Building Trades Council*, 98 Pac. 1027 (Cal.).

That a threatened secondary boycott is ever justifiable is denied even by those who would allow competition to justify a primary boycott. *Pickett* v. *Walsh*, 192 Mass. 572, 586, 587. See 20 HARV. L. REV. 434, 438. The main case reasons that since a rule forbade union men to work upon materials purchased from an "unfair" dealer, the union in notifying the plaintiff's customers that the plaintiff had been declared "unfair," was fulfilling a moral duty to protect the customers against the strike which would inevitably result if they continued to purchase from the plaintiff. But to argue so, it is submitted, is to beg the question. It is difficult to see what peculiar virtue attaches to a union rule by reason of its enactment prior to the controversy, or how an illegal